



June 30, 2014

Via Electronic Mail
captioningexemption@fcc.gov

Office of the Secretary
Federal Communications Commission
Attention: Disability Rights Office, Room 3-C438
445 12th Street, SW
Washington, DC 20554

Re: Case Identifier CGB-CC-052: CG Docket No. 06-181, Response to Commission's Request for Additional Supplemental Information for Riverbend's Petition for Closed Captioning Exemption

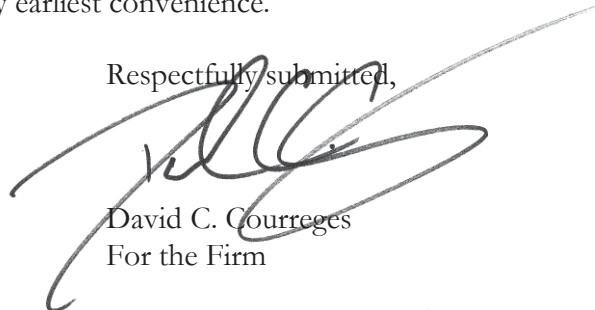
***Riverbend Church
4214 N. Capital of Texas HWY
Austin, TX 78746***

To Whom It May Concern:

Per the request of the Federal Communications Commission's Disability Rights Office, we hereby submit the following Additional Supplemental Information for Riverbend's Petition for Closed Captioning Exemption, Case Identifier CGB-CC-052.

As always, should you have any questions or require any additional information, please do not hesitate to contact me at your very earliest convenience.

Respectfully submitted,



David C. Courreges
For the Firm

Attachments

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of	§	
	§	
RIVERBEND CHURCH	§	Case Identifier CGB-CC-052
	§	
Petition for Exemption from Closed	§	
Captioning Requirements Pursuant to	§	
Section 79.1(f) of Commissions Rules	§	

**Response to Commission's Request for Additional Supplemental
Information for Riverbend's Petition for Closed Captioning Exemption**

Riverbend Church ("Riverbend" or "Church"), by its attorneys and pursuant to 79.1(f) of the Federal Communications Commission's Rules, hereby respectfully submits its Response to Commission's Request for Additional Supplemental Information for Riverbend's Petition for Closed Captioning Exemption. In its original Petition, Riverbend requested a waiver of the Commission's rules and policies requiring closed captioning for Riverbend's weekly telecast of its church services ("Television Ministry"). The request is based on the economically burdensome nature of the requirement, by automatic exemption under Section 79.1(d)(8) of the Commission's Rules and a Constitutional guarantee of religious freedom and speech. **Riverbend hereby incorporates all previous filings and arguments in regard to the above-captioned matter, and reserves the right to further supplement this and all previous filings** as additional information comes to light necessary to fully satisfy the requests of the Commission, and/or protect the rights and interests of Riverbend Church and its membership.

With respect thereto, Riverbend Church offers the following documentation and additional information in response to the Federal Communications Commission's ("FCC") letter for May 30, 2014:

"Exhibit A" contains requested quotes from highly reputable, national companies. CaptionMax provided a quote of \$370.00 per episode, with an annual cost of \$19,240. VITAC quoted \$200 per episode, plus an additional \$68.75 per episode for 24-48 hour turnaround service. The minimum annual cost of VITAC's services would be \$13,975. Neither estimate includes shipping or other applicable fees. These estimates are higher than those provided in the September 2013 submission.

To further supplement the FCC's request, Riverbend submits the most recent estimated accounting of the Communications Department for the months of January through May, 2014, and attaches it hereto as "Exhibit B." Riverbend has made a concerted effort to increase donations to its television ministry, and has solicited direct contributions of its congregation in an attempt to supplement closed captioning costs. Even so, contributions directed to the television ministry are down by over \$20,000 this year compared to the same time period 2012 (Riverbend's most recent verified accounting). Moreover, the program's distributor, KTBC Fox 7, has increased its per

episode charge by \$236.25, totaling a \$12,285 annual increase in production costs. This cost increase is attested to by Associated Pastor Kevin Hedges, attached hereto as Exhibit C.

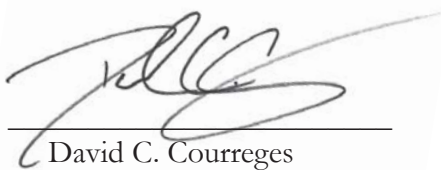
As the FCC notes in its letter of May 30, 2014, Riverbend has submitted information in the past in relation to the cost of buying equipment to produced closed captioning in-house. It is estimated that the cost associated with hiring additional personal would be approximately \$1000 a month or \$12,000 per year. Adding closed-captioning responsibilities to the duties of existing personnel would result in an even greater expense as it would most likely transition part-time personnel to full-time personnel, and would require additional benefits not currently contemplated within the budget. Riverbend has not explored the cost of equipment upkeep because the cost of an additional employee and software subscription rates make the option of in-house captioning an unrealistic option without additional exploration.

SUMMARY

As demonstrated by the additional information provided herein, as well as previous filings with the Commission, the Federal Communications Commission should grant Riverbend Church a Section 789.1(f) exemption, as the addition of closed captioning costs to Riverbend budget would be economically burdensome, and most likely result in the unintended consequence of cancellation of the Television Ministry. The requirement would necessitate the addition of additional paid staff at a time when the Church has already seen a reduction of staff in its broadcast department, significantly increase production costs after a reduction has been necessitated in previous years, and would significantly impact the day to day operations of the Church due to the resulting cuts from other areas of the Church budget.

Respectfully Submitted,

Riverbend Church

By: 
David C. Courreges
Attorney

David C. Courreges
Courreges, PC
Post Office Box 92648
Austin, TX 78709
(512) 765-4951 – Office
(512) 309-5490 – Facsimile

EXHIBIT A



ORDER CONFIRMATION

Project Name	Riverbend Church worship series	Date	6/5/2014
Quote Name	Riverbend Church worship series Quote 1	Quote Expires	7/1/2014
		Quote Number	00078412

Services Confirmed For:

Contact Name	Kevin Hedges	Prepared By	Aaron King
Account Name	Riverbend Church	Phone	612.656.1023
Address	4214 Capital of TX Hwy Austin, TX 78746	E-mail	aaron@captionmax.com
Phone	(512) 327-3540		
Email	khedges@riverbend.com		

Billing and Project Information:

You supply to us: TBD

We deliver to you: TBD

Project Requirements

TBD

Service	Notes	Price	Quantity	Total Price
Roll-up captioning, half-hour program	Caption creation, .scc file export	\$175.00	1.00	\$175.00
Digital transfer to tape, Standard Def (30 min or less)	Mastering ProRes .mov to standard definition tape	\$100.00	1.00	\$100.00
30-min SD encode w/tape stock	Embedding caption data into tape	\$95.00	1.00	\$95.00

Grand Total \$370.00

Additional fees may apply if there are changes from this confirmation.

Terms and Conditions

The Terms and Conditions set forth below apply to all orders received by CaptionMax, Inc., ("CMI") from the Customer and all invoices issued by CMI unless specifically stated in writing by CMI to the contrary. CMI's acceptance of any request to provide services is specifically conditioned upon the Customer's acceptance of these terms and the Customer's retention of CMI to provide services to it constitute acceptance of these Terms and Conditions. CMI reserves the right to add, delete or amend these Terms and Conditions from time to time. Any change shall not apply to previously accepted orders or issued invoices.

1. Quotations and Prices. Written quotations for services automatically expire thirty (30) calendar days from the date issued, unless sooner terminated by notice from CMI. CMI reserves the right at any time to change its charges for services. If Customer requests that the scope of work agreed to by CMI be expanded, CMI shall have the right to charge its then current prices for the additional work so performed. Shipping costs are not included in the quotation and are billed as a separate line item. Sales tax, if any, is not included in the quotation and will be invoiced as a separate line item, if applicable. Customer agrees to pay any and all applicable taxes. Customer will be responsible for providing a certificate of tax exemption prior to any order placement. When applicable, Customer agrees to provide new tape stock to CMI. Used, reconditioned, refurbished, or recycled tape stock will not be accepted by CMI.

2. Payment Terms. Invoices will be submitted upon completion of the work. Invoices are due upon receipt. Any dispute must be raised no later than the sooner to occur of five (5) business days of receipt of the invoice, or ten (10) days after its issuance. Invoices not paid in full within sixty (60) days of the due date are subject to a finance charge of eighteen percent (18%) simple annual interest calculated daily on the unpaid balance from the due date. Payments received shall be applied first to any finance charges, then to any cost of collection, including attorneys'

fees, then to the oldest outstanding invoice, or in such other order as determined. CMI shall have the right to withhold services if any invoice remains unpaid longer than thirty (30) days after the due date of the invoice. CMI reserves the right to withhold delivery until all invoices are paid in full.

3. Relationship of the Parties. CMI is Customer's independent contractor, and nothing shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party has authority to enter into agreements of any kind on behalf of the other, nor shall either party be considered the agent of the other.

4. Delays. CMI shall not be liable for any delay or failure to deliver any or all of the services where such delay or failure is caused by Customer's action, labor disputes, strikes, wars, riots, civil commotion, fire, flood, accident, storm, interference with transmission communications within the control of a third party, or any other cause beyond the reasonable control of CMI.

5. Limitation of Liability. CMI is not liable for lost profits, special, incidental, consequential or punitive damages which arise directly or indirectly out of the services it is asked to perform, whether such damages are asserted in any action brought in contract, tort or equity. CMI's liability shall in no event exceed the amount billed for the specific services provided that is the subject of the claim.

6. Confidentiality. Confidential information shall be so identified by the Customer prior to its delivery to CMI. Confidential information is generally considered by CMI to be information not generally known to the public and that is not known by CMI prior to its disclosure by the customer or that is not disclosed to CMI by a third party who has the legal right to make such disclosure. CMI will use reasonable efforts to maintain as confidential the information provided to it by the Customer for the services to be delivered by CMI.

7. CMI's Property. CMI's company name, trademarks, service marks, and original material, whether federally registered or registered with a state or not, is the sole and exclusive property of CMI. Customer shall not use any such identifying or descriptive words, drawings, logos, or symbols except with the prior express written permission of CMI. Video descriptions created by CMI are considered original works of authorship covered by intellectual property rights and owned by CMI.

8. Customer Property. Unless Customer makes other arrangements, all media and files become the property of CMI to do with as it sees fit. CMI is not liable for damage or loss of any media. CMI reserves the right to charge an administrative service fee for file retrieval and distribution.

9. Scope of Work. Work shall be completed as agreed upon via written communication. All work performed outside the scope of that original document shall be billed at regular and customary rates for that type of service, currently two hundred dollars (\$200.00) per hour of labor with a minimum charge of one hour, then billed to the nearest quarter hour.

10. Cancellations. Unless contractually exempted in writing by CMI, the following Cancellation charges apply: Once CMI has commenced work on pre-recorded work; Customer is responsible for one hundred percent (100%) payment of quoted work. If Customer reschedules or cancels a scheduled CMI real-time captioning broadcast on notice of forty eight (48) hours or less, Customer shall pay CMI a cancellation fee of fifty percent (50%) of the charges it would have been billed by CMI for the broadcast. If the broadcast is rescheduled or cancelled by a notice of twenty four (24) hours or less, Customer shall pay CMI a cancellation fee of one hundred percent (100%) of the charges it would have been billed by CMI for the broadcast.

11. Expedite fees. For services requiring quick turnaround delivery, unless specifically exempted in writing by CMI, services shall be billed at the regular and customary rates plus fifty percent (50%).

12. Miscellaneous. CMI reserves the right at any time to amend these terms and conditions upon thirty (30) days' notice to the Customer. Minnesota law shall control the resolution of any dispute between the parties. Any action shall be brought in the state district court in Hennepin County, Minnesota, or, if appropriate, in the United States District Court located in Hennepin County, Minnesota, and all parties agree to the jurisdiction of said courts and waive any objection to venue.



June 20, 2014

Kevin Hedges
 Pastor of Creative Arts
 Riverbend Church
 4214 North Capital of Texas Highway
 Austin, TX 78746

QUOTATION FOR CAPTIONING: RIVERBEND CHURCH

Kevin:

VITAC is pleased to present this proposal to provide closed captioning services for Riverbend Church.

VITAC has unparalleled experience in the arena of live captioning and religious captioning. We currently caption over **270,000 hours of programming per year** for clients such as CBS, NBC, and CNN. With over 28 years of experience, VITAC has time-tested procedures and highly qualified employees available to make the captioning process as transparent as possible for its clients.

We are proud to count the following live meeting customers and religious broadcasters among our clients:

Broadcast and Cable Networks	Religious Captioning
CNN	U.S. Conf. Of Catholic Bishops
NBC	The Inspiration Networks
Discovery Networks	United Methodist Communications
Scripps Networks (HGTV, Food)	Infinity Concepts
The Weather Channel	United Methodist Communications

PRICING

We recommend roll-up caption style for this project, as it is the preferred method of captioning for our religious broadcasting clients.

English Offline Captioning	
• Roll-up style	\$137.50/episode
• Rush rate: 24-48 hours turnaround	Add 50% of the captioning rate
• Rush rate: <24 hours turnaround	Add 100% of the captioning rate
Encoding to Beta SP	\$62.50/episode
Shipping	Cost of shipping deliverable
TOTAL	\$200/episode plus shipping and rush (if necessary)



We ask that you confirm with our client services department before any job to make sure that we are able to accommodate your order within the timeframe you need. Standard turnaround is 3-5 business days. Price for offline captioning includes account setup, 24/7 tech support, and consultation.

We look forward to working with you. Thank you for the opportunity.

Respectfully Submitted,

A handwritten signature in black ink, reading 'Carlin Twedt', is enclosed within a light gray rectangular border.

Carlin Twedt, Marketing Program Specialist, VITAC

EXHIBIT B

**Riverbend Church
Communications Department
2014**

I = income
E = expense
I - E = Net Profit/Loss
N Loss = (32,323)

Income**Donations:**

TV Ministry
Total Donations

Jan-14	Feb-14	Mar-14	Apr-14	May-14	Total
2,000	2,825	2,075	1,595	1,840	10,335
2,000	2,825	2,075	1,595	1,840	10,335

Expenses**Meals & Snacks for Programs**

Team meetings/lunches	32		145			177
Other dept lunches						-
Daniel Karr		58				58
Staff painting- pizza						-
Christmas Set Helpers						-
Mitch Hallmark			30			30
Claire Powell		20				20
Clay Hestlow						-
Matt Wolski						-
Total Meals & Snacks for Programs	32	78	175	-	-	285

Advertising:

Community Group Mailer						-
Community Fair Posters						-
Mission Flyers/agreed to split the cost						-
Speak Creative			900.00			900
Serving Brochures	172		162.26	162		497
General Brochures	135	135	135.40	135		542
Commitment Cards	99	99	98.83	99		395
HFH Posters						-
Good Friday Posters				405		405
Easter Mailing/Banner				5,329		5,329
Fall 2013 Postcard						-
Job Posting				25		25
Stock Images						-
Promotion Brochure						-
Ministry flyers			304	304		607
Advertising expenses	407	234	1,600	6,459	-	8,700

Dues & subscriptions

37 Signals						-
WuFoo	30	30	30	30		120
VIMMEO Membership fee						-
Online forms	99					99
Commercial Arts Mag						-
Basecamp	24	24	24	24		96
Pay Pal						-
Visa annual fee						-
Dues & subscription exp	153	54	54	54	-	315

Contract Labor

	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Total	TV total
K Heard Video Shading	1,400	1,400	1,750	1,225	1,050	6,825	
B McNeil Camera Operator	450	300	600	500	350	2,200	
B Ellison Camera Operator						-	
Video 1 Camera Operator						-	
C Walsh Camera Operator	150	150	300	300	300	1,200	
M Steinert Camera Op	600	600	750	600	600	3,150	
A Veltri Camera Op						-	
M Hallmark Film/Edit				300	558	858	
L Robertson Director					175	175	
WaveGuide - D Karr Videos		3,055	4,760	(1,100)	2,296	9,011	
C Hestlow Video Editing	1,200	925	1,200	450		3,775	
C Powell CommGroup Calendar		200	350		90	640	
C Henry Website	1,000	1,400	1,500	1,500	1,600	7,000	
Total Contract Labor expenses	4,800.00	8,030.00	11,210.00	3,775.00	7,018.86	34,833.86	

TV Ministry

Airtime	5,355	5,355	6,694	5,355	5,355	28,114	
Pact						-	
Tapes/Labels/DVD containers			58			58	
Austin TV Access						-	
Delivery						-	
Switch repair						-	
Blue ray burner						-	
USPS PO Box	78					78	
Equipmt parts/repairs:Camera						-	
Total TV Ministry expenses	5,433	5,355	6,752	5,355	5,355	28,250	

EXHIBIT C

AFFIDAVIT OF PASTOR KEVIN HEDGES

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

Before me, the undersigned authority, on this date personally appeared KEVIN HEDGES, Pastor of Creative Arts at Riverbend Church, who, after being duly sworn, deposed on his oath stated:

1. I am the Pastor of Creative Arts, a non-profit organization in Austin, Texas. I am an adult over eighteen years of age, I am of sound mind and am in all respects qualified to make this Affidavit. I have personal knowledge of the facts stated herein, and such facts are true and correct.
2. Riverbend Church's Television Ministry is a local telecast produced by Riverbend Church. It airs every Sunday morning at 9:30 AM in the Austin, Texas television market on KTBC Fox 7. The thirty minute program is an edited version of the previous Sunday's sermon containing only topics pertaining to religion and social commentary. Since the program is timely, adheres to the church schedule, and is not replicated, there is no repeat value.
3. Riverbend's video programing distributor, KTBC Fox 7, charges \$1575.00 per thirty minute episode, and has not raised the price in several years despite market demand. Even so, representatives of Riverbend Church have continued to seek the assistance of KTBC FOX 7 to supplement costs of captioning. Unfortunately, FOX 7 is unable to provide closed captioning services at a free or reduced rate.
4. I have reviewed the Petition for Exemption for Closed Captioning Requirements previously filed on behalf of Riverbend Church, and the supplemental information submitted herein per the request of the Federal Communications Commission, and upon information and belief, believe the statements regarding our organization and the Television Ministry to be true and accurate.

"FURTHER AFFIANT SAYETH NOT."



KEVIN HEDGES

Sworn to and subscribed before me on this the 30th day of June, 2014.





Notary Public for the State of Texas